

1 BILL NO. S-87-10- 15

2 SPECIAL ORDINANCE NO. S-267-87

3 AN ORDINANCE approving City Utilities
4 Reference #822, by the City of
5 Fort Wayne, Indiana, by and through
6 its Department of Purchasing with
the Westvaco Envelope Company,
for the Office Services Department.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

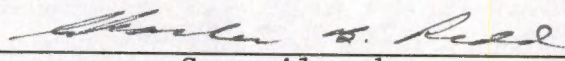
9 SECTION 1. That City Utilities Reference #822, between
10 the City of Fort Wayne, by and through its City Utilities and
11 the Department of Purchasing with the Westvaco Envelope Company,
12 for the Office Services Department, is hereby ratified, and affirmed
13 and approved in all respects. This Reference #822 is for:

14 the purchase of Envelopes for the
15 Office Services Department which
16 is responsible to mail out the
City Utilities Bills monthly for
the City of Fort Wayne;

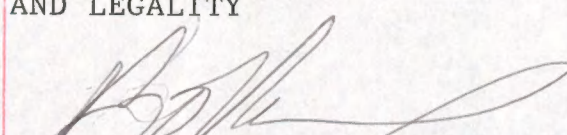
17 involving a cost of Seventeen Thousand One Hundred Fifty and
18 No/100 Dollars (\$17,150.00+/-).

19 SECTION 2. Prior Approval is being requested from
20 Common Council, with respect to this Reference #822, on October
21 13, 1987. Two (2) copies of the Reference are on file in the
22 Office of the Department of Purchasing and are made available
23 for public inspection.

24 SECTION 3. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27
28 
29 Councilmember

30 APPROVED AS TO FORM
AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Deed
seconded by Deed, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 10-13-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Deed
seconded by Deed, and duly adopted, placed on its
passage. PASSED (Lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	_____	_____	_____	_____
BRADBURY	<u>✓</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
HENRY	<u>✓</u>	_____	_____	_____	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 10-27-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 267-87
on the 27th day of October, 1987

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Giacinto
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 28th day of October, 1987,
at the hour of 11:00 o'clock PM M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of October,
1987, at the hour of 3:00 o'clock P M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Bid Reference #822
Open: August 27, 1987
Envelopes
Office Services

Westvaco	Atlantic	Double Env	BOWers	Service Env
9.92/M Carrier	11.14/M Carrier	10.98/M Carrier	12.85/M Carrier	9.96/M Carrier
7.23/M Return	8.84/M Return	7.52/M Return	7.31/M Return	7.26/M Return

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 822

DATE August 7, 1987

DUE DATE Thursday, August 27, 1987 at 11:00 A.M.

Department receiving bid items Office Service Department
Room 330, City County Building
Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO YES X AMOUNT 100%

Affirmative Action - On file with the City of Fort Wayne X
- Attached to this document

Prompt payment discounts will be allowed as follows:
if paid within NET 30 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

**FORT
WAYNE
WHERE AMERICA
WORKS**

DOUBLE ENVELOPE CORPORATION
Name of Company

by George W. Long Agent
(signature)

Address POST OFFICE BOX 6

City FAIRDALE, KENTUCKY 40118

BID QUANTITIES AND SPECIFICATIONS

- I. Carrier Window Envelope, Sub. 24 white wove,
#7 3/4 size Open Side.

- A. ENVELOPE WIDTH: 7 1/2 INCHES
- B. ENVELOPE HEIGHT: 3 7/8 INCHES
- C. ENVELOPE FLAP HEIGHT: MAXIMUM 2 5/8 INCHES
MINIMUM 2 1/8 INCHES
- D. ENVELOPE THROAT:
Minimum throat depth (Measured 1 9/16 inches out
from center of envelope) is 1/2" minimum 3/4"
maximum. See attachment!
- E. WINDOW SPECIFICATIONS: poly clear window placed 1"
left and a minimum of 1" right of envelope edge and
5/8" up from bottom of envelope. Top of rectangle
not to exceed 2 1/4" from bottom edge. [Bar code
read area must be 4 1/2" from right edge and 5/8"
from bottom edge]. Postal Regulations Publication
25 (page 18) attached. Seams should be properly
glued to prevent the back panel from peeling down
as the envelope is being opened by the inserter.
Window must be welded.

Envelope should have return address printed as:

CITY UTILITIES
P. O. Box 2269
Fort Wayne, IN 46897-0199

Quantity = 1,000,000 \$ 10.98/M = \$10,980.00 TOTAL

- II. Return envelope, Sub 24 white wove,
#6 3/4 (3 5/8" X 6 1/2") printed black on face of
envelope completely within OCR read area. Print quality
must be Optical Character Reader - readable and
guidelines of United States Postal Services Publication
25 must be followed. Publication 25 attached. Printed
as follows:

CITY UTILITIES
P. O. Box 2269
FORT WAYNE IN 46897-0199

with code and fin mark.

Quantity = 1,000,000 \$ 7.52/M = \$7,520.00 TOTAL

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 18,500.00.

(If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

F.O.B. DESTINATION - DELIVERED TO LOADING DOCK - NO INSIDE DELIVERY

// 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 822

DATE August 7, 1987

DUE DATE Thursday, August 27, 1987 at 11:00 A.M.

Department receiving bid items Office Service Department
Room 330, City County Building
Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

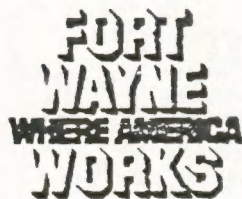
Performance Bond Required NO YES X AMOUNT 100%

Affirmative Action - On file with the City of Fort Wayne
Attached to this document

Prompt payment discounts will be allowed as follows: 1 %
if paid within 10 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.



Westvaco Envelope Division
Name of Company

by Stephen P. Degeer Agent
(signature)

Address 6302 Churchman By-Pass

City Indianapolis, IN 46203

BID QUANTITIES AND SPECIFICATIONS

I. Carrier Window Envelope, Sub. 24 white wove,
#7 3/4 size Open Side.

- A. ENVELOPE WIDTH: 7 1/2 INCHES
- B. ENVELOPE HEIGHT: 3 7/8 INCHES
- C. ENVELOPE FLAP HEIGHT: MAXIMUM 2 5/8 INCHES
MINIMUM 2 1/8 INCHES
- D. ENVELOPE THROAT:
Minimum throat depth (Measured 1 9/16 inches out
from center of envelope) is 1/2" minimum 3/4"
maximum. See attachment!
- E. WINDOW SPECIFICATIONS: poly clear window placed 1"
left and a minimum of 1" right of envelope edge and
5/8" up from bottom of envelope. Top of rectangle
not to exceed 2 1/4" from bottom edge. (Bar code
read area must be 4 1/2" from right edge and 5/8"
from bottom edge). Postal Regulations Publication
25 (page 18) attached. Seams should be properly
glued to prevent the back panel from peeling down
as the envelope is being opened by the inserter.
Window must be welded.

Envelope should have return address printed as:

CITY UTILITIES
P. O. Box 2269
Fort Wayne, IN 46897-0199

Quantity = 1,000,000 \$ 9920.00

II. Return envelope, Sub 24 white wove,
#6 3/4 (3 5/8" X 6 1/2") printed black on face of
envelope completely within OCR read area. Print quality
must be Optical Character Reader - readable and
guidelines of United States Postal Services Publication
25 must be followed. Publication 25 attached. Printed
as follows:

CITY UTILITIES
P. O. Box 2269
FORT WAYNE IN 46897-0199

with code and fin mark.

Quantity = 1,000,000 \$ 7230.00

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 822

DATE August 7, 1987

DUE DATE Thursday, August 27, 1987 at 11:00 A.M.

Department receiving bid items Office Service Department
Room 330, City County Building
Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO YES X AMOUNT 100%

Affirmative Action - On file with the City of Fort Wayne
- Attached to this document

Prompt payment discounts will be allowed as follows: 0 %
if paid within -- days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

**FORT
WAYNE
WHERE AMERICA
WORKS**

Bowers Envelope Company
Name of Company
by Thomas Bowers - VP Agent
(signature)
Address 5331 N. Tacoma Avenue
City Indianapolis, IN 46220

BID QUANTITIES AND SPECIFICATIONS

I. Carrier Window Envelope, Sub. 24 white wove,
#7 3/4 size Open Side.

- A. ENVELOPE WIDTH: 7 1/2 INCHES
- B. ENVELOPE HEIGHT: 3 7/8 INCHES
- C. ENVELOPE FLAP HEIGHT: MAXIMUM 2 5/8 INCHES
MINIMUM 2 1/8 INCHES
- D. ENVELOPE THROAT:
Minimum throat depth (Measured 1 9/16 inches out
from center of envelope) is 1/2" minimum 3/4"
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not to exceed 2 1/4" from bottom edge. (Bar code
read area must be 4 1/2" from right edge and 5/8"
from bottom edge). Postal Regulations Publication
25 (page 18) attached. Seams should be properly
glued to prevent the back panel from peeling down
as the envelope is being opened by the inserter.
Window must be welded.

Envelope should have return address printed as:

CITY UTILITIES
P. O. Box 2269
Fort Wayne, IN 46897-0199

Quantity = 1,000,000 \$ 12.85/M

II. Return envelope, Sub 24 white wove,
#6 3/4 (3 5/8" X 6 1/2") printed black on face of
envelope completely within OCR read area. Print quality
must be Optical Character Reader - readable and
guidelines of United States Postal Services Publication
25 must be followed. Publication 25 attached. Printed
as follows:

CITY UTILITIES
P. O. Box 2269
FORT WAYNE IN 46897-0199

with code and fin mark.

Quantity = 1,000,000 \$ 7.31/M

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 20,160 + 10% over . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

Quarterly shipments via commercial carrier

/ / 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE:

S-87-10-15

An ordinance approving the award of City Utilities Reference #822 with respect to the purchase of Envelopes for the Office Service Department which is responsible to mail out the City Utilities Bills monthly for the City of Fort Wayne.

This award should be to the Westvaco Envelope Company and will be issued a price agreement upon councilmanic approval. A "Prior Approval" is being requested at the same time as the introduction.

EFFECT OF PASSAGE:

Envelopes are needed to mail the 70,000 +/- Utility Bills each month for the City of Fort Wayne Water Department.

EFFECT OF NON-PASSAGE:

Without the envelopes the City could not bill customers for water and sewer charges resulting in a large loss of revenue.

MONEY INVOLVED (direct costs, expenditures, savings):

Westvaco Envelope Comapny	\$17,150.00 +/-
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ASSIGNED TO COMMITTEE (President):

BILL NO. S-87-10-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (RESOLUTION) approving City Utilities

Reference #822, by the City of Fort Wayne, Indiana, by and through

its Department of Purchasing with the Westvaco Envelope Company

for the Office Services Department

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

YES

NO

Charles B. Redd CHARLES B. REDD
CHAIRMAN

Paul M. Burns PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry THOMAS C. HENRY

Ben A. Eisbart BEN A. EISBART

Samuel J. Talarico SAMUEL J. TALARICO

CONCURRED IN 10-27-87

SANDRA E. KENNEDY
CITY CLERK